

**CONSTRUCTION MANAGER-AT-RISK CONTRACT
BETWEEN
THE TEXAS FACILITIES COMMISSION
AND
KIEWIT BUILDING GROUP, INC.**

GUARANTEED MAXIMUM PRICE AMENDMENT NO. 7

This Guaranteed Maximum Price Amendment No. 7 (hereinafter referred to herein as “GMP Amendment No. 7”) is entered into by and between the Texas Facilities Commission, a state agency located at 1711 San Jacinto Boulevard, Austin, Texas 78701 (hereinafter referred to as “TFC”), and Kiewit Building Group, Inc., located at 9225 Bee Cave Road, Building A, Suite 200, Austin, Texas 78733 (hereinafter referred to as “CMR”). This GMP Amendment No. 7 amends that one certain *Construction Manager-at-Risk Contract between TFC and CMR, dated August 28, 2014*, as amended (the “Contract”).

Recitals:

WHEREAS, unless clearly provided otherwise herein, all terms and phrases used herein shall have the same meaning as the terms and phrases used in the Contract; and

WHEREAS, Section 2.2.1.5 of the Contract contemplates the delivery of a Guaranteed Maximum Price Proposal to TFC for each phase of construction; and

WHEREAS, Subsection 2.2.1.5.3 of the Contract requires that said proposal(s) contain(s) certain representations and documentation; and

WHEREAS, Subsection 2.2.1.5.6 of the Contract provides that in the event TFC timely accepts a Guaranteed Maximum Price Proposal from CMR, as may have been amended or revised, an amendment to the Contract shall be executed, which memorializes the terms and conditions of the proposal as accepted by TFC; and

WHEREAS, CMR has delivered Guaranteed Maximum Price Proposal No. 7 and Guaranteed Maximum Price Proposal No. 8 (hereinafter collectively referred to as the “GMP Proposal No. 7”) for the following phase of the Project in the Texas School for the Deaf located at 1102 South Congress Avenue, Austin, Texas 78704: (i) provide all labor, material, and equipment necessary to install a Mass Notification System as described in the Texas School for the Deaf Mass Notification Systems Drawings dated March 1, 2016; (ii) provide and install Tridium HVAC Control Front Ends to upgrade controls at Ford, Elementary and Cafeteria Buildings; and (iii) integrate buildings serviced by R2 located in the Central Utility Plant; all as more particularly described GMP Proposal No. 7; and

WHEREAS, TFC desires to accept said GMP Proposal No. 7, subject to any amendments or revisions as set forth below; and

WHEREAS, the Parties desire to amend the Contract as necessary in order to memorialize the agreed upon terms and conditions of this GMP Amendment No. 7.

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS THAT:

1. Subject to the terms and conditions of this Amendment, TFC hereby accepts GMP Proposal No. 7 submitted by CMR, a digital copy of which is incorporated herein by reference for all purposes in Adobe Portable Document Format (".pdf") on the digital versatile disk ("DVD") attached hereto and labeled "Kiewit Building Group, Inc. / TFC Contract No. 14-166-000 / GMP Amendment No. 7 / Exhibits" (the "Exhibits DVD"), and named therein as "Exhibit A-7."

2. ARTICLE V – CONSIDERATION, SECTION 5.2 - CONTRACT SUM-COMPONENTS, of the Contract is amended by increasing the Contract Sum by Two Million Four Hundred Ninety Two Thousand Eight Hundred Five and No/100 Dollars (\$2,492,805.00), thus increasing the Contract Sum from Eleven Million Eight Hundred Thirty Nine Thousand Five Hundred Fifty Five and No/100 Dollars (\$11,839,555.00) to a total Contract Sum not to exceed Fourteen Million Three Hundred Thirty Two Thousand Three Hundred Sixty and No/100 Dollars (\$14,332,360.00).

3. Section 5.2 of the Contract is further amended to add Section 5.2.12, which shall read in its entirety as follows:

5.2.11. Contract Sum for Guaranteed Maximum Price Amendment No. 7. The Contract Sum for this GMP Amendment No. 7 shall equal, but not exceed, the sum of Two Million Four Hundred Ninety Two Thousand Eight Hundred Five and No/100 Dollars (\$2,492,805.00). The Contract Sum for this GMP Amendment No. 7 is composed of the following sums:

5.2.12.1. Pre-Construction Management Fee: the Pre-Construction Management Fee equal to the sum of Twenty Three Thousand Five Hundred Fifty Seven and No/100 Dollars (\$23,557.00);

5.2.12.2. Construction Management Fee: the Construction Management Fee not to exceed five and one-half percent (5.5%) of the Cost of Work equal to the sum of One Hundred Five Thousand Thirty Two and No/100 Dollars (\$105,032.00);

5.2.12.3. General Conditions Fee: the General Conditions Fee equal to the sum of Four Hundred Two Thousand One Hundred Twenty Five and No/100 Dollars (\$402,125.00);

5.2.12.4. Cost of Work: the Cost of Work equal to the sum of One Million Nine Hundred Forty Two Thousand One Hundred Ninety Four and No/100 Dollars (\$1,942,194.00);

5.2.12.5. TFC Controlled Contingency: the TFC Controlled Contingency equal to the sum of Nineteen Thousand Eight Hundred Ninety Seven and No/100 Dollars (\$19,897.00); and

5.2.12.6. CMR Controlled Contingency: the CRM Controlled Contingency equal to the sum of Zero and No/100 Dollars (\$0.00).

4. Pursuant to the terms of the Contract, the Work to which GMP Amendment No. 7 applies must be Substantially Complete by Sunday, April 30, 2017.

5. Pursuant to the terms of the Contract, the Contract Documents are hereby deemed to also include the following exhibits, a digital copy of each of which is incorporated herein by reference for all purposes in .pdf on the Exhibits DVD:

- (i) Exhibit A-7: Guaranteed Maximum Price Proposal No.7;
- (ii) Exhibit E-7: Drawings;
- (iii) Exhibit G-7: Clarifications and Assumptions;
- (iv) Exhibit H-7: Statement of Guaranteed Maximum Price;
- (v) Exhibit I-7: Statement of Date of Substantial Completion;
- (vi) Exhibit J-7: Work Progress CPM Schedule; and
- (vii) Exhibit L-7: Updated List of Project Managers and Subcontractors.

6. All other terms and conditions of the Contract Documents not otherwise herein modified or amended shall remain in full force and effect, and are hereby ratified and affirmed.

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IN WITNESS WHEREOF the parties hereto have made and executed this GMP Amendment No. 7 to be effective as of the date of the last party to sign.

TEXAS FACILITIES COMMISSION

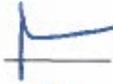
KIEWIT BUILDING GROUP, INC.

By: 
Harvey Hilderbran
Executive Director

By:  ATB
~~Jason L. Boiter~~
Ken McIalwain
Vice-President

Date of execution: 7-5-16

Date of execution: _____

G.C. 

Dir. 

D.E.D. 